

UMCS INDUSTRY DAY

INDUSTRY DAY OVERVIEW

11 December 2007

QUESTION & ANSWER SESSION

Chan Auditorium

University of Alabama

Huntsville, Alabama

PANEL MEMBERS: Suzanne Wear, Contracting Officer  
Chuck Holland, Lead Technical Manager  
Toby Harryman, UMCS Counsel  
Dr. Gary Heard, Procurement Center  
Representative

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MS. MABEE: Okay, we're going to go ahead and get started. The way we're going to work this out is we're going to read the questions and somebody on our panel will answer the questions. These are the questions from this morning and we typed them out real quick, so please pardon the misspelled words. We tried our best. Susan tried her best.

So, I'll read the question and then somebody on our panel will answer that. And then when we're through reading and answering all of these questions, and please be aware that the answers are subject to change. We'll post all of the answers out on the web site.

But, we'll give you an opportunity to come up and ask live questions. What we would like for you to do is come up to one of the two microphones, state your name and we will have you also state your company for the court reporter so she can get that down. And, make sure you talk into the microphone so that she can hear

1 everything you're saying.

2 Okay, we'll go ahead and start. First  
3 question is on oral presentations.

4 QUESTION: Will every contractor be  
5 asked the same question or be given the same  
6 scenario, such as the boiler room blew up?

7 MR. HARRYMAN: First of all, there's a  
8 couple of concepts on the oral presentations. We  
9 were discussing them at lunch. The first is  
10 generally that we will hold oral presentations,  
11 either for everybody or perhaps only those  
12 selected, depending on the type of procurement in  
13 the competitive range. So, that's a decision  
14 we're going to make based on feedback and just the  
15 way it's progressing.

16 Once we do oral presentations, then  
17 the -- what I call the pop quiz, that would be the  
18 same question for each personnel. If -- we may  
19 subcategorize, like this is a question for a large  
20 business, small business, what-not, but if you're  
21 competing, whoever's competing in whatever  
22 category, those -- your pop quiz question will be  
23 the same. Obviously, we want to level the playing

1 field, everyone to have that.

2 QUESTION: The second question, will  
3 there be a limited number of presenters or can the  
4 team present?

5 MR. HARRYMAN: Typically, the way that's  
6 done is and I'm not sure how we would set it up  
7 here, again, your feedback, is welcome. We would  
8 want the Program or Project Manager to present.  
9 Sometimes, they could bring a team, but there will  
10 be a limited number of individuals who can present  
11 the oral presentation.

12 And, kind of another limitation will be  
13 the number of slides you can present and, of  
14 course, the time limit on the oral presentation.  
15 But, if you have comments on oral, I saw a couple  
16 of comments, if you have some other comments you  
17 want to present those to us, please do that.

18 QUESTION: Okay, sample task order, will  
19 every contractor be given the same criteria on the  
20 sample task order?

21 MR. HARRYMAN: Yes. Everyone will  
22 receive the same task order. It will be in the  
23 Request for Proposal or RFP and so everyone will

1       have a level playing field there when they answer  
2       that.

3               MS. MABEE: All right, next question.

4               QUESTION: UMCS III. With regards to  
5       marketing the contract. If all task orders in  
6       excess of \$100,000 must be competed, what is the  
7       incentive for companies to bring work to this  
8       contract?

9               MS. WEAR: The incentive is that you  
10       will have requirements that you can compete on  
11       with a limited number of people. If you are  
12       familiar with the site and you're already on the  
13       site, you should have a heads-up on that  
14       competition, anyway. No guarantees, but --

15              MS. MABEE: Okay, question.

16              QUESTION: CLINs are not mentioned in  
17       the draft solicitation. Are we going to be  
18       required to present CLINs to the extent required  
19       in previous contract?

20              MS. WEAR: There is a page that has some  
21       CLINs on it. Those are probably not the CLINs  
22       that are going to be in the true solicitation.  
23       They may be some of the CLINs, but that's not all

1 of them, I suspect.

2 From what I'm hearing and I may need to  
3 get Earl or Virginia from the Preaward Team to  
4 help me out on this one because we're going to --  
5 during FY '08, the plan is to go to the area-wide  
6 workforce and our CLIN structure will have to be  
7 able to feed into that.

8 It's a DFAS based payment system and the  
9 new contracts have a different CLIN structure from  
10 what I understand. Virginia?

11 VIRGINIA: Well, definitely why your  
12 work flow feeds into how we structure CLINs. And,  
13 under the new contracts, the CLINs are structured  
14 such that they will work, require a work flow.  
15 Basically, we just -- we're going to structure the  
16 CLINs so that all of the known tasks would be  
17 pretty much identified in a CLINs.

18 For example, if you have a site visit  
19 and then you have -- and those type of things  
20 would be called out as your primary CLINs,  
21 something to, for each option year and for each  
22 type of customer that we have. And then we might  
23 have overflow to impact our structured costs, but

1 if there's any other things that we have to do to  
2 make it totally work for primary work flow, we  
3 will do that.

4 I think the main thing is being able to  
5 match the Task with the CLINs for payment, for  
6 invoicing. So, that's why we can identify the  
7 Tasks by a CLIN.

8 MS. WEAR: Okay.

9 MS. MABEE: All right, next question.

10 QUESTION: Factory test -- do we need to  
11 resubmit?

12 MS. WEAR: A lot of that depends. Can  
13 we go back to the CLIN question?

14 MR. HOLLAND: Yes.

15 MS. WEAR: Because a lot of that depends  
16 on if we go commercial items or not. There's a  
17 lot of decisions that still have to be made about  
18 what we're going to do. And, it will affect how  
19 the CLIN structure is done. I don't think at this  
20 time, I mean, if we go commercial items.

21 On ESS II there was a CLIN structure  
22 that included individual components and the costs  
23 to install those components. It was very

1       cumbersome, coming up with that and it was used  
2       very little during the life of the contract.

3               I don't think we're going to use that  
4       again, but there's been no decisions made  
5       definitely as to whether we are or we aren't.

6               MR. HOLLAND: Yeah. We did have  
7       standard installation details in which would be  
8       required through the pricing. My suggestion again  
9       is to suggest at this point would be to use some  
10      of those standard installation details, how many  
11      are yet to be determined, but to use some of those  
12      for recognition of the contractor or the  
13      proposers, knowledge and understanding of the  
14      system and the components of how they're put  
15      together and how they should be priced.

16              So, that again may be part of the simple  
17      problem. It may be part of the contract, but  
18      again, it would have to be determined.

19              MS. MABEE: All right, are we through  
20      with the CLIN question?

21              MS. WEAR: I think so.

22              MS. MABEE: Okay.

23              QUESTION: Factory test. Do we need to



1 resubmit?

2 MR. HOLLAND: Would you read it again,  
3 I'm sorry?

4 MS. MABEE: Well, it just says, "factory  
5 test," do we need to resubmit?

6 MS. WEAR: Whoever asked that question,  
7 could you clarify, please?

8 UNIDENTIFIED SPEAKER: If we, for  
9 instance, I'm with TAC. We had a factory test on  
10 our equipment and then we've required a number of  
11 other companies since then. Do we have to provide  
12 a factory test on every piece of equipment that we  
13 have or is it just the front end?

14 MR. HOLLAND: It would be on the system,  
15 particularly, the system that was required under  
16 that individual Task Order. As an example, TAC on  
17 that original test was a LON based system.

18 UNIDENTIFIED SPEAKER: Yes.

19 MR. HOLLAND: I understand that you've  
20 acquired several companies -- acquired several  
21 companies that use back-net, perhaps. So, if the  
22 requirement was for a back-net system, absolutely,  
23 you'd have to do a factory test for what was

1 specified in that individual Task Order, not on  
2 every piece of equipment you've got.

3 UNIDENTIFIED SPEAKER: So, it's per Task  
4 Order?

5 MR. HOLLAND: Site specific in this  
6 case.

7 UNIDENTIFIED SPEAKER: Right.

8 MS. WEAR: Also, if you had to do three  
9 different Task Orders with that same back-net,  
10 then we might require it at first, but it may be  
11 dropped later on. So, as you get more experience  
12 with those and you -- and we've seen your  
13 equipment, you know, installed over and over, then  
14 that factory test, a lot of times, gets dropped.  
15 Or, it gets, you know, we don't require it  
16 anymore.

17 UNIDENTIFIED SPEAKER: Okay.

18 MS. WEAR: Unless, you have new  
19 equipment that you're using.

20 MS. MABEE: All right, the next  
21 question.

22 QUESTION: Is there training available  
23 for RMS?

1 MS. MABEE: I'll handle that one. Ed  
2 Powers is our RMS coordinator and he's here this  
3 morning. There is training available. He is  
4 available to go over RMS with you. Like he said  
5 this morning, it takes about -- whatever he can  
6 cover, he can cover in what, four hours, but he  
7 may be able to walk you through some of it over  
8 the phone as well. So, we'll try to get you a  
9 better answer for that when we post the answers on  
10 our web site.

11 Next question.

12 QUESTION: Who defines requirements for  
13 new work, repair work, on-going service contracts?

14 MR. HOLLAND: I'll answer that with a  
15 question, I guess. When you say, "defines  
16 requirements," are you talking about specifics or  
17 are you talking about requiring it for purchases  
18 because if we were to do a performance  
19 requirement, such as replace an existing boiler  
20 with the new system? And, you were awarded the  
21 contract, obviously, you under that contract,  
22 would define those requirements.

23 However, if it's a customer who has a

1       need for one of our systems, then that customer  
2       themselves may define the requirements. A third  
3       scenario would be when the customer tells us, "Our  
4       system's not working, come tell us what we need to  
5       do, then we would define the requirements."

6               So, it could be several scenarios. I  
7       guess, my question back is which of those is the  
8       question directed at, an initial requirements or  
9       after awarding the Task Order?

10              MS. MABEE: Who asked that question?  
11       Could you clarify a little bit what you meant by  
12       that? Is that person here?

13              I interpret that question to mean  
14       possibly as far as approval levels of a project,  
15       be it new construction or repair work. And that  
16       would generally be determined by the Department of  
17       Public Works or the customer, but we'll work with  
18       you on that if that's the question or if that's  
19       what the question is about.

20              Okay. Next question.

21              QUESTION: Regarding certification to  
22       perform work. What if the employee quits? What  
23       do you do?

1 MS. WEAR: You should have a plan if you  
2 have one of your key employees quit, you should  
3 have a plan on how you plan to replace that  
4 person. Generally, on our basic contracts, we do  
5 have a requirement for if a key personnel leaves  
6 the company that you come back through the  
7 Contracting Officer and have the new key personnel  
8 approved.

9 MS. MABEE: Okay.

10 QUESTION: Will there be socio-economic  
11 preference in task order award best value?

12 DR. HEARD: I guess, we're dealing with  
13 some goals, there will be a subcontracting, socio-  
14 economic goals that we'll get in the evaluation of  
15 the Task Order at that level.

16 As far as, are we going to set certain  
17 requirements aside or for a certain socio-economic  
18 categories. That's still to be determined based  
19 on your feedback and the information given you on  
20 how we're going to set aside any task orders.

21 MR. HARRYMAN: At the task order level,  
22 we're going to only be evaluated by the criteria  
23 that's set out in the RFP, the Task Order RFP.

1 And, I doubt that will be any socio-economic  
2 consideration. So, that will be -- that will be  
3 determined at the MATOC level, that there are set  
4 asides.

5 MS. WEAR: I guess I don't know exactly  
6 what the question means, either, because if we  
7 break out separate solicitations and we have a  
8 pool of 8(a)'s and a pool of woman-owned and a  
9 pool of SBD, you know, then whatever requirement  
10 came out, if we gave it to that pool, people would  
11 be competing amongst that pool.

12 If, for some reason, we decided to go  
13 with the one solicitation and everybody, which I  
14 don't anticipate is doing that, but everybody is  
15 competing together, I don't believe that we're  
16 allowed to do that, to have a -- within a MATOC,  
17 within one solicitation on the 803. I don't  
18 believe we're allowed to have a set aside at that  
19 point.

20 MR. HARRYMAN: That will be set aside  
21 already through the -- to the MATOC Pool, either  
22 MATOC for Multiple Task Order Contract, IDIQ  
23 Contract. We don't know for sure, but we

1 anticipate problems that will be set aside for  
2 some or one or more small business categories.

3 And, so once you're into that small  
4 business category, there is no further set asides  
5 for those separate types of small business? Does  
6 that answer your question?

7 MS. WEAR: Did you have another  
8 question?

9 MR. FREEMO: I planned on having one.

10 MS. WEAR: Could you please come to the  
11 mike?

12 MR. FREEMO: Yes. My name is Gary  
13 Freemo. I'm with TAC. To this point, the reason  
14 that I would ask the question is, for Best Value  
15 justification, I know I have put in, you know,  
16 using certain subcontractor 8(a) or whatever.  
17 And, you're saying now from what I hear that that  
18 has nothing to do with Best Value, the task is at  
19 the MATOC level.

20 So, once we're accepted as one of those,  
21 it makes no -- there's no point, then, coming out  
22 if we're using an 8(a) or something like that as a  
23 sub. So, that's the best I can see.

1 MS. WEAR: You have as a large business,  
2 prime contractor, you will have subcontracting,  
3 socio-economic goals that you must meet.

4 MR. FREEMO: Right.

5 MS. WEAR: So, but that probably will  
6 not be a part of your evaluation factor under the  
7 803.

8 MR. FREEMO: So, I can -- I don't need  
9 to point that out, then, the Best Value, because  
10 it's just part of my contracting goals, correct?

11 MR. HARRYMAN: Yes, but you -- one of  
12 the evaluation criteria, if you'll look at that  
13 Section L, there is a section on the Small  
14 Business utilization.

15 MR. FREEMO: Right.

16 MR. HARRYMAN: So, when you are  
17 evaluated for the MATOC award, then those are  
18 certainly going to be a significant evaluation.

19 MR. FREEMO: Right, we should list our  
20 affiliations with those.

21 MR. HARRYMAN: Right, now, you told us  
22 that you were going to meet those goals through  
23 the performance of the contract. There is a



1 clause in the contract which requires you to meet  
2 those goals or there might be some action on  
3 behalf of the Government.

4 So, at that point, it's a self-  
5 regulating industry and as you are awarded Task  
6 Orders, then we would expect you to be in  
7 compliance with the terms of MATOC which is to  
8 meet these certain small business goals.

9 MR. FREEMO: Make the efforts to meet  
10 those goals.

11 MR. HARRYMAN: Yes.

12 MS. WEAR: Part of the evaluation,  
13 though, is not how hard did you try to meet your  
14 goals, but part of the evaluation on the prime  
15 contracts is how did you meet your goals? Did you  
16 meet the goals that you set on previous contracts?  
17 It doesn't say, "Well, they tried hard, but they  
18 didn't meet their goals." It says, "they either  
19 met them or they didn't."

20 MR. FREEMO: Thank you.

21 MR. DAVIS: I actually posed that  
22 question.

23 MS. WEAR: Please state your name and

1 the company you're with, also.

2 MR. DAVIS: I'm Rod Davis. I'm with  
3 ICES, Incorporated. My question is on the Task  
4 Order level, different agencies use socio-economic  
5 factors as an evaluation factor, all factors being  
6 equal, if our proposal is deemed fair and  
7 reasonable, different agencies can select to  
8 choose a socio -- a service disabled and 8(a) or  
9 woman-owned based on the fact that both prices  
10 were fair and reasonable, but Best Value was  
11 determined by the fact that they wanted to use --  
12 to meet the women-owned small business goals.

13 But, I was talking about specifically on  
14 the Task Order level, if the agency, the buying  
15 agency determines that that's something that's an  
16 evaluation factor for them, would that be then put  
17 into the Task Order saying that all things being  
18 equal, prices are all fair and reasonable, all  
19 that's effectively and not exactly a cascading  
20 set-aside, but saying that we have these, we will  
21 select a woman-owned company. We can use that as  
22 one of our evaluation factors if all of our prices  
23 will be fair and reasonable, so they won't be the

1 lowest price -- so they won't be the lowest price  
2 that's technically acceptable.

3 MR. HARRYMAN: The evaluation criteria  
4 will be set forth in MATOC. The standard 803,  
5 Section 803, DFARS Clause, evaluation criteria's  
6 price, past performance and technical. The reason  
7 they do that is because like I said earlier, you  
8 know, we set aside those goals, we have to have  
9 programmatic goals in our plan, acquisition plan  
10 and all that, but let me just answer your question  
11 directly.

12 If an agency were to come to the program  
13 and say, "Hey, the most important thing to me is  
14 X, Y or Z, can we insert that into the RFP, Task  
15 Order RFP?" It is something that we could  
16 consider online. We know we could do it.

17 MS. WEAR: I've never known us to do  
18 that in that manner.

19 MR. DAVIS: Correct.

20 MS. WEAR: But, it is an idea.

21 MR. DAVIS: As a marketing tool, as a  
22 service disabled 8(a) company, it would help in  
23 our marketing if we could say, "Go to Fort

1       Leavenworth or go to Fort Lynnwood and say, "You  
2       can utilize this," get some competition, but also  
3       have some guidance in that you don't have to come  
4       directly to us as an 8(a), you can come to this  
5       program and say that you have a preference, but  
6       you can see where our prices are fair and  
7       reasonable against others. And, if they are, then  
8       you can still select us or another 8(a) company to  
9       meet those goals.

10               Versus necessarily saying, "Well, I  
11       don't want to go down that road and then I wind up  
12       giving the company, the business, the large  
13       business and not taking any of my goals where I  
14       could come to you as an 8(a) or a service disabled  
15       as a set aside.

16               That would be -- when you're talking  
17       about marketing from a contracting officer's  
18       standpoint, it would be great to be able to say  
19       that you won't lose any ability to get your socio-  
20       economic goals, you can still have that and have  
21       competition between these small businesses. Are  
22       these service disabled companies?

23               MS. WEAR: Right.

1                   MR. DAVIS: And be able to make that  
2                   selection.

3                   MS. WEAR: And, if we find that we have  
4                   enough people in certain pools, we will set aside  
5                   or we will do a solicitation for that pool so that  
6                   we can do that. I mean, because we have like, if  
7                   we make four awards to an 8(a), if we have four  
8                   8(a) awards, then we could pool requirements and  
9                   just keep them amongst the 8(a)'s.

10                  MR. DAVIS: Yes. That -- it seems like  
11                  that will help and also because that's, the  
12                  Contracting Officer is going to be looking for  
13                  that. Because if you already have a relationship,  
14                  I think that's one of the things you've talked  
15                  about.

16                  If you already have a relationship with  
17                  them, you know, me as an 8(a), I can try to say,  
18                  "Well, why would I take that and throw it into the  
19                  pool when it could go to anybody," not that  
20                  necessarily would be, I know that that Contracting  
21                  Officer's is looking to work on some goals. And I  
22                  would like to help with that and also give them  
23                  the competition at the same time. So, it's fair

1 and equitable for all parties concerned. So, that  
2 was just my question.

3 MS. WEAR: Okay, I understand. You're  
4 saying if a small business of whatever category  
5 brings us a requirement that they got from the  
6 contractor and we had a pool of small businesses  
7 of some kind, would it be competing in that pool  
8 rather than the larger pool?

9 MR. DAVIS: Correct, correct.

10 MS. WEAR: Thank you.

11 MS. MABEE: Okay. Tell me, I'm not  
12 sure, I might have jumped a few. Let's see if we  
13 can skip back. All right, regarding certification  
14 to perform work.

15 MS. WEAR: We did that.

16 MS. MABEE: All right, next question.

17 QUESTION: The existing UMCS contract  
18 expires in approximately August of 2008 - Will  
19 these contracts be renewed or extended?

20 MS. WEAR: We do plan to request an  
21 extension from the PARC Office through a  
22 justification and approval, a J&A. There is no  
23 guarantee that it will be approved.

1 MS. MABEE: Okay, next question.

2 QUESTION: If there is a small business  
3 set aside, will there be restricted scope of work  
4 like the UMCS II?

5 DR. HEARD: I think that's still to be  
6 determined based on your feedback, how we will  
7 restrict the Statement Of Work.

8 MS. WEAR: Just so, I'm not sure  
9 everybody in the room knows, on the UMCS II, our  
10 restricted contractors had a choice of bidding on  
11 UMCS HVAC or fire alarm systems or SCADA or ESS.  
12 They didn't have to be able to do the whole gamut,  
13 but if they had the ability to do one of those  
14 things they could compete in a restricted arena.

15 MS. MABEE: Okay, next question.

16 QUESTION: UMCS III, Small business  
17 should be split into separate award pool, but be  
18 able to compete for all Task Orders. Why can't  
19 larger Task Orders be set aside for the small  
20 business pool?

21 MS. WEAR: What we ran into was that  
22 they weren't -- they weren't being given -- a lot  
23 of the larger requirements, we didn't feel like

1 the small businesses had the capability to do the  
2 real large requirements. And, maybe that was on  
3 ESS, but I may have mixed the two up because on  
4 ESS what we ended up -- they -- on the ESS, ESS IV  
5 contract, they had a restricted pool and what they  
6 said was everything under a certain number of --  
7 zones, everything under a certain number of zones  
8 would be given to the small businesses to compete,  
9 but after the first year we didn't have any  
10 requirements under that number of zones.

11 So, we ended saying we will just go and  
12 compete under it, amongst them all and they  
13 competed very well.

14 On the UMCS side of the contract, when  
15 we went to 803, we made the entire acquisition  
16 amount available to everybody and one of our small  
17 businesses, ODESTA, who had an ESS contract, that  
18 gave them the ability to get a few more awards  
19 because they had really almost outgrown their  
20 portion of it.

21 MS. MABEE: Okay, the next question is  
22 Contract award 2009, will contract be extended? I  
23 think we answered that one earlier.



1                   QUESTION: Can a large business that is  
2     partnered or mentoring small businesses, 8(a) or  
3     minority owned bid on a set-aside contracts?

4                   DR. HEARD: If a large business is in a  
5     mentor protege agreement with an 8(a) firm, then  
6     the 8(a) protege' firm can't form a joint venture  
7     with the large business mentoring bid and require  
8     a small business. That's the only situation, it's  
9     just a general small business, but you can't form  
10    a joint venture with a large business and be  
11    considered small, only an 8(a) protege' with its  
12    mentor can perform with a protege' in a joint  
13    venture.

14                  MR. GLASS: On a protege' program, if a  
15    large business --

16                  MS. WEAR: Can you come up to the mike,  
17    please, and state your name?

18                  MR. GLASS: Sure. I thought I spoke  
19    loud enough. Daryl Glass with TAC. The question  
20    is in regards to the mentor protege' program. May  
21    the mentor have multiple protege's under the SBA  
22    Program, for instance, if there was a general  
23    contracting in the electrical and mechanical

1 disciplines?

2 DR. HEARD: Yes. A mentor can have  
3 multiple protege's and each one of those has to be  
4 approved by SBA.

5 MR. GLASS: And, as a rule of thumb in  
6 that process, once you go and enter into a mentor  
7 protege' agreement document and that is submitted  
8 through the District SBA office, is that a 90 day  
9 turn around time, approximately, or what's the ETA  
10 on something like that?

11 DR. HEARD: I don't deal with that to  
12 know specifically, but I would say yes, 90 days.

13 MR. GLASS: Thank you.

14 MS. MABEE: All right, next question.

15 QUESTION: Past performance. Do we need  
16 to submit past performance on previous IDIQ or  
17 past performance on any past projects?

18 MS. WEAR: The answer to that is yes.  
19 On the basic award for the Multiple Award Task  
20 Order contract, the MATOC, IDIQ, we will be asking  
21 you to submit past performance on any previous  
22 work you've done, whether it's on our IDIQ or  
23 other IDIQ's or other jobs, period.

1                   At the Task Order level, when we're  
2                   competing amongst the Multiple Task Order Award  
3                   Contracts, we will either use that information  
4                   that you submitted, to begin with, we'll be using  
5                   the information you've just submitted for your  
6                   Prime contract. And as you get Task Orders and  
7                   you get past performance on those task orders,  
8                   within that IDIQ contract, we'll be using that and  
9                   we will not be asking you to submit it.

10                  MS. MABEE: All right, next question.

11                  QUESTION: The UMCS III, the DCA -- I'm  
12                  assuming, DCAA Audit - Can a small business get  
13                  reimbursed for the cost of the DCAA Audit?

14                  MS. WEAR: We had a discussion about  
15                  that. We don't think there is a cost for DCAA  
16                  Audit, but we're trying to check with our Auditor  
17                  in the building to make sure.

18                  MS. MABEE: All right, next question.

19                  QUESTION: Task Compliance. Will Task  
20                  Compliance be required for both restricted and  
21                  non-restricted contractors?

22                  MS. WEAR: No. A restricted contractor  
23                  is typically going to be a small business and a

1 task is not required for small businesses.

2 Secondly, if we go commercial item, then it won't  
3 be required, either. So, part of that is going to  
4 be based on the decisions we make about how to do  
5 this procurement.

6 MS. MABEE: Okay, next question.

7 QUESTION: How many contracts have been  
8 let through UMCS to non-DoD organizations?

9 MS. WEAR: Whoever asked that question,  
10 please tell me exactly what they meant by it?

11 MS. MABEE: And, would that be Task  
12 Orders, possibly, how many Task Orders have been  
13 let through UMCS to non-DoD organizations,  
14 possibly?

15 MS. WEAR: Okay, we let contracts to  
16 contractors for an organization. So, all of our  
17 contracts that we let have been to non-DoD  
18 organizations. Secondly, are you talking about  
19 our customers? How many customers that we have  
20 that are non-DoD? Who asked the question?

21 UNIDENTIFIED SPEAKER: I didn't ask the  
22 question, but that's what I'm hearing as well. If  
23 you're customer based, obviously DoD, have you

1       gone out of that, for instance -- other  
2       organizations outside the DoD?

3               MS. MABEE:   We do have several customers  
4       outside of the DoD.   We've worked with the Social  
5       Security Administration, I believe, GSA, architect  
6       of the capital --

7               UNIDENTIFIED SPEAKER:   So, the answer to  
8       that is then you do step out of that?

9               MS. MABEE:   We do step out of that.   We  
10       worked with the Smithsonian Institution, the  
11       National Institute of Health.

12              MR. HOLLAND:   I think the estimate would  
13       probably be 50/50.   And, maybe 55 to 45, but it's  
14       somewhere in that range.   So, we're talking about  
15       the number of customers, not necessarily, the  
16       number of task orders with a dollar amount that we  
17       may have -- a pentagon, which is obviously a lot  
18       larger than maybe, you know, whatever task, but  
19       the number of task orders is about equal.

20              MR. HAGER:    So, I guess to clarify --

21              MS. WEAR:    He got away with one without  
22       coming to the mike.

23              MR. HAGER:    Jeff Hager, Ameresco.   I

1       guess to clarify your answer is that since the  
2       course of fee for service you will do work for any  
3       Government agency that comes to you to do that  
4       service?

5               MR. HOLLAND: That is correct.

6               MR. HAGER: Okay.

7               MS. WEAR: If it's within the scope of  
8       our contract.

9               MR. HAGER: Right.

10              MS. WEAR: And, we'll pass it to another  
11       organization that has a different scope within our  
12       organization if we need to.

13              MR. HOLLAND: And, I might point out you  
14       said Government, you did not say, "U.S.  
15       Government." And, the answer to your question,  
16       yes, because that's already been challenged as to  
17       whether or not we could do work for a city and  
18       municipalities.

19              MS. WEAR: We do have some work on the  
20       ESS contract with New York City.

21              MR. HOLLAND: In fact, in the UMCS II --

22              MR. HAGER: Foreign Government, as well?

23              MS. WEAR: No, New York City, they're

1 not foreign.

2 MR. HOLLAND: The UMCS II Contract does  
3 not specifically say municipalities in the U. S.  
4 Government. So, it's not just U. S. Government,  
5 even though that is mostly what we do is U.S.  
6 Government agencies.

7 MS. MABEE: All right, next question.

8 QUESTION: How many awards do you  
9 anticipate?

10 MS. WEAR: That depends.

11 MS. MABEE: To be determined.

12 MS. WEAR: We don't know at this point.  
13 It's according to the responses we get from  
14 industry.

15 MS. MABEE: Okay, next question.

16 QUESTION: UMCS III, will the Government  
17 allow G&A and overhead on Cost Reimbursements -  
18 other direct costs?

19 MR. HARRYMAN: Yeah, ODC's, I think it's  
20 a cost category, but I honestly don't know, I'll  
21 have to look at the FAR and see if they are  
22 permitted overhead on the cost reimbursements  
23 because I don't know the answer to that, but we

1 can find out.

2 MS. WEAR: We're going to have to check  
3 with our DCA Auditors on that.

4 MS. MABEE: All right, next question.

5 QUESTION: If a small business firm  
6 partners with a large business, can a large  
7 business also bid on their own as a prime?

8 DR. HEARD: Yes. I know no prohibition  
9 on that. Of course, remember that if a large  
10 business forms a joint venture with a small  
11 business firm, then the joint venture can't be  
12 considered small. But, I know of no prohibition.

13 MS. MABEE: Next question.

14 QUESTION: It appears you are requesting  
15 a fixed hourly rate for three years. Is this  
16 correct? Will there be an escalation factor?

17 MR. HARRYMAN: Yes.

18 MS. MABEE: Does that depend on how we  
19 determine the base year versus the option years?

20 MR. HARRYMAN: Yes. It will be your  
21 standard, you know, when you have option years,  
22 there will be a standard escalation clause in  
23 there, which we'll ask you to apply in your out



1       years on your proposals in the CLINs and -- well,  
2       basically in the CLINs.

3               MS. MABEE:   So, if you had a base year  
4       for three years, then that rate would be the same  
5       for those three years?

6               MR. HARRYMAN:   Oh, yeah, that's a  
7       different question.   So, if you -- as we talked  
8       about in the first slide, we're contemplating a  
9       base contract that might encompass more than two  
10      or three years or one year.   And, I think -- I'm  
11      not sure how we plan escalation factor there.   I  
12      don't think --

13              MR. HOLLAND:   I believe it's been  
14      adjusted to the -- the current contract will be  
15      adjusted yearly, annually, if I'm not mistaken.

16              MS. WEAR:   No, we have a five year  
17      contract, but we do have a yearly adjustment for  
18      the labor raise.

19              MR. DAVIS:   Rod Davis again with ICES Is  
20      there going to be an EPA Clause or are you just  
21      saying there's going to be something similar to  
22      the EPA Clause, the Economic Price Adjustment?  
23      Are you going to actually have an EPA Price

1 Adjustment Clause in there that's something that's  
2 kind of parallel to that, that if you're going to  
3 be using for that adjustment?

4 MS. WEAR: I don't know, but we'll take  
5 it into consideration. I don't think -- I think  
6 the EPA Clause is in there, but I think on the  
7 previous contracts what we did was we asked the  
8 contractors to propose a rate, plus a yearly  
9 escalation factor.

10 MR. DAVIS: Okay, so every year you have  
11 a base of three years, in that three year base,  
12 there was an escalation factor in each one of the  
13 years.

14 MS. WEAR: Right.

15 MR. DAVIS: So, in Fiscal Year '08, '09,  
16 and '10, there would actually be an escalation  
17 factor built in?

18 MS. WEAR: Right.

19 MR. DAVIS: Okay.

20 MS. MABEE: All right, next question.

21 Assuming that's the entire question.

22 QUESTION: Where do I find the  
23 abbreviated fill in the blank, " accident

1 prevention plan?

2 MS. MABEE: Victor Taylor, I don't  
3 believe is here this afternoon, but I believe --  
4 we have access to that on our web site and we'll  
5 get you the link. Hopefully, that will be  
6 included with the answers.

7 MS. WEAR: Why don't you go up. I think  
8 you missed a couple.

9 MS. MABEE: Okay. All right, next  
10 question.

11 QUESTION: Safety Book is dated November  
12 3, 2003, has an updated version been printed or is  
13 a supplement available?

14 MS. MABEE: I don't believe an updated  
15 version has been printed yet. I think they're  
16 probably going to be coming out with one in the  
17 next year or so. I don't know of any supplements  
18 available, but we'll try to get the answer to that  
19 and print that with the rest of the answers.

20 Next question.

21 QUESTION: Do you have an overlap to the  
22 ESS contract which would cause an Internal  
23 Conflict of Interest?

1 MS. WEAR: Whoever submitted that  
2 question, please come to the mike, so we can ask a  
3 question.

4 MR. HARRYMAN: Is it an organizational  
5 conflict of interest or are you talking about us  
6 or someone else?

7 MR. SAVAGE: Dick Savage, Sure and  
8 Associates. In listing the areas of work under  
9 the UMCS, as a site survey design, ESS, the  
10 question is for people who are currently  
11 performing those kinds of tasks on other efforts  
12 or on the ESS contract are going to be precluded  
13 from bidding on this one could cause a potential  
14 conflict of interest.

15 MR. HOLLAND: Let me -- I'll let  
16 somebody finish answering it, but I'll get it  
17 started. The UMCS Contract we have in existent  
18 condition report, which is the site survey, but  
19 it's a site survey after the award of the Firm  
20 Fixed Price Contract.

21 Whereas, on ESS, they awarded the site  
22 survey that's a Phase 1 approach before they'll go  
23 to Phase 2. So, if I understand your question,

1       ESS may award a site survey to say your company  
2       and then the award may be to another firm because  
3       they may, particularly, if it's repeated because  
4       you probably would have an unfair advantage doing  
5       that site survey. Now, this is where I need some  
6       help on it.

7               But, that is the difference, the site  
8       survey under the ESS for a contract is different  
9       than the existing condition report, which is a  
10      site survey under the UMCS contract. We would  
11      never award -- well, never say never.  
12      Typically, we would not award the existent  
13      conditions report without awarding a Firm Fixed  
14      Price Contract.

15             MR. SAVAGE: And, contractor's currently  
16      working on an ESS IV contract will not be  
17      precluded from doing ESS work on this contract.

18             MS. WEAR: Well, any contractor is  
19      welcome to compete on this contract. What your  
20      particular situation is that you have an  
21      engineering services contract with Electronic  
22      Technology, which includes both ESS and UMCS where  
23      you are an extension of the Government's arm,

1 i.e., you help set requirements, you help  
2 establish cost estimates, you help evaluate  
3 submittals, okay.

4 In that respect, but you're doing that  
5 mostly on ESS, you're not doing -- I don't know of  
6 any UMCS work that you're doing now. So, that  
7 would not be a conflict of interest, I don't  
8 believe at this point.

9 MR. HOLLAND: Let me give you another  
10 example. A current contractor we have, not  
11 yourself, where that contractor has a service  
12 contract and an installation, IDIQ UMCS II  
13 contract. That contractor was hired to do a  
14 design for UMCS. They were not allowed to compete  
15 for the installation work.

16 MS. WEAR: Because they had done the  
17 design.

18 MR. HOLLAND: They were system  
19 architecture and obviously the cost. Well, if  
20 that helps your answer.

21 MS. WEAR: Does that help?

22 MR. SAVAGE: I'm not certain. I wasn't  
23 talking just particularly about us, in general.

1 MS. WEAR: Well, in general, you --

2 MR. SAVAGE: Sometimes on an ESS  
3 contract, ESS IV, now see you have in your ESS  
4 work, are those incumbent?

5 MR. HOLLAND: No, they're not. They're  
6 overlapped because the systems, as I mentioned in  
7 mine, control and monitoring is the key. Both are  
8 control and monitoring systems. There's a  
9 division between the two, one of them has more  
10 specific equipment and specific performance like  
11 in UMCS, as opposed to electronic security, which  
12 is electronic -- which is security systems, as  
13 opposed to control and monitoring that  
14 environment, that sort of thing.

15 But, there is that overlap because  
16 they're both controlled and monitored. And,  
17 because of the overlap, we're allowed to -- we're  
18 able to use both contracts becomes the same  
19 purpose. In other words, UMCS or ESS depending on  
20 the application. It serves us well because as you  
21 see here, we may not make an award before ours  
22 expires and we don't have no insurance of getting  
23 an extension.

1                   So, therefore, that overlap allows us to  
2           use the ESS IV contract toward to UMCS, just like  
3           prior to award of ESS IV, the ESS team used UMCS I  
4           to -- excuse me, used UMCS II to procure the ESS  
5           system. So, there's no conflict there. The  
6           conflict between the site survey that you have put  
7           this information on and continuing that work is in  
8           competition on the 803 is a conflict of interest,  
9           but ...

10                   MS. WEAR: It can create a conflict of  
11           interest.

12                   MR. HOLLAND: It can, but as far as  
13           awarding the task order, under any of these two  
14           contracts, between either UMCS or ESS, there's  
15           never been a conflict that I'm aware of.

16                   MR. SAVAGE: And, assuming that you're  
17           going to participate on a contract, there might be  
18           a particular Task Order if you could not  
19           participate.

20                   MS. WEAR: Right.

21                   MR. HOLLAND: That's possible.

22                   MS. WEAR: Those decisions will have to  
23           be made on a case by case basis.



1 MS. MABEE: Next question.

2 QUESTION: Do your invoices have to be  
3 approved before an input into the system?

4 MR. HOLLAND: Let me answer that first  
5 and then I'll let contracting answer, the process  
6 that we use in UMCS, the in-user or the COR on  
7 that side would approve by signature saying, "We  
8 acknowledge and agree that the equipment has been  
9 installed or that process is to this point." And,  
10 that will give the Huntsville Office a knowledge  
11 of what work's been done. Now, Suzanne, you can  
12 continue.

13 MS. WEAR: We require that signature  
14 from an on-site person prior to it being submitted  
15 to Huntsville Center. Once it's submitted to  
16 Huntsville Center, it has to go through a PM  
17 approval and a COR, or for the last invoice.

18 MR. HOLLAND: So, that actual approval  
19 is not done until after it's inputted into the  
20 system, the final approval is with the contracting  
21 officer.

22 MS. WEAR: But, we typically won't  
23 accept the invoice until you have a signature from

1 the site. Although, it depends. Occasionally,  
2 there will be -- we'll get an invoice in and the  
3 technical or the PM person can call the site and  
4 verify that they're in that position and then  
5 we'll go ahead and take it, but typically, we like  
6 to see a signature on the invoice prior to it  
7 being submitted to the Huntsville Center.

8 MR. HOLLAND: But that, in itself, is  
9 not the approval process. It's just one step in  
10 the final approval.

11 MS. WEAR: Right.

12 MS. MABEE: All right, next question.

13 QUESTION: How extensive will the CLIN  
14 list be? Shorter or longer than UMCS II?

15 MR. HOLLAND: I can answer that. It'll  
16 be shorter, correct?

17 MS. WEAR: It depends.

18 MR. HOLLAND: Let me try to give an  
19 answer. The last one was sixteen or seventeen  
20 columns wide. Will it be shorter or longer?

21 DR. HEARD: Shorter.

22 MR. HARRYMAN: Or narrower.

23 MS. WEAR: The contracts that I have

1       seen coming out of Pre-award Team that make sure  
2       that we can get paid through area wide workforce  
3       have typically been longer than in the past. I  
4       don't know exactly what we're going to do on our  
5       CLIN List, but we will try to make it shorter, but  
6       it might be longer.

7               MR. HOLLAND: Now, understand, there's  
8       CLINs and sub-CLINs, so sub-CLINs is where the  
9       bulk was the last time.

10              MS. MITCHELL: I'd like to just add one  
11       thing, also. It will depend on whether it's a  
12       commercial service, whether we have multiple  
13       pricing structure, if it's not commercial. So,  
14       it's going to depend on -- there are some  
15       dependent and independent variables there that  
16       will dictate how long the list will be.

17              MS. WEAR: Okay, that was Virginia  
18       Mitchell.

19              MS. MABEE: All right, next question.

20              QUESTION: Will contracts be divided  
21       into CONUS and OCONUS?

22              MS. WEAR: We are not planning to do  
23       that, but we would like for your input on that.

1 MS. MABEE: All right, next question.

2 QUESTION: Will an attendee list be  
3 available?

4 MS. MABEE: Is that for this conference?

5 MS. WEAR: I think we are planning on  
6 posting an attendee list, yes. We hadn't before  
7 the question was asked, but several people have  
8 asked it, so...

9 Virginia, in the past industry days, has  
10 that been provided?

11 MS. MITCHELL: We hadn't attached it as  
12 an attendee list, but we will post an attached  
13 list of those who registered.

14 MS. WEAR: Okay, the list will be those  
15 who registered, so if you attended and did not  
16 register on the web site, please go out and do so.

17 MS. MABEE: Next question.

18 QUESTION: Can we get a list of current  
19 contractors?

20 MS. WEAR: That, we have --

21 MR. HOLLAND: That's on the web site.

22 MS. WEAR: That was in my briefing, so  
23 it should be on the web site.

1 MR. HOLLAND: It's also on that web  
2 site.

3 MS. MABEE: All right, next question.

4 QUESTION: What was the total amount  
5 awarded in contract last FY '07?

6 MS. MABEE: I can answer that one. It  
7 was approximately 81 million, a lot of work.

8 Next question.

9 QUESTION: How can contractor direct  
10 customer to the contract as a procurement vehicle?

11 MR. HOLLAND: I'll answer it.

12 MS. MABEE: You've got that one?

13 MR. HOLLAND: Yeah, I can do that. If I  
14 understand the question correctly, it's basically  
15 how do you market that to a customer. What has  
16 been in the past is if you're marketing the  
17 contract itself, your services, what you would do  
18 is tell that customer about where our contract is  
19 and have them contact us.

20 Again, as Suzanne mentioned, if you have  
21 a relationship at that site, you've got an  
22 advantage, obviously, or should have, but if not,  
23 then it would be an 803, one of the categories

1 would be exempt on the 803.

2 So, basically tell them who we are and  
3 how to contact us. And, at that point, we're  
4 doing much marketing, not more than you would be  
5 by telling you, telling that customer what our  
6 contract is, what the advantages are and who the  
7 contractors are and what we could do with the  
8 services we provide them and so forth. We do that  
9 actually daily.

10 MS. MABEE: Next question.

11 QUESTION: Is mass notification systems  
12 included with the fire alarm systems?

13 MR. HOLLAND: Not always, but typically  
14 that is headquarters position that it should be  
15 part of the fire alarm system because of the  
16 requirements to have a mass notification system in  
17 the building. And about the only thing that's  
18 consistent with that is a fire alarm system.

19 So, if you've got people, you should  
20 have a fire alarm system and you're required to  
21 have a mass notification, but that's not always  
22 the case.

23 MS. MABEE: All right, next question.

1       That looks familiar. Is that the one we answered  
2       before?

3               MR. HOLLAND: Yes.

4               MS. MABEE: Okay, next question.

5               QUESTION: Can a small business submit a  
6       proposal on its own and also as a joint venture?

7               DR. HEARD: Yes.

8               MS. MABEE: Next question.

9               QUESTION: What would be the incentive  
10      to use the MATOC versus 8(a), SDV or GSA schedule?

11              MS. WEAR: On the MATOC, you're not  
12      having to compete amongst unqualified contractors.  
13      If you went out to the GSA schedule, our technical  
14      experts have not evaluated those contractors to  
15      see that they really meet the requirements that we  
16      have.

17              MR. HOLLAND: The GSA schedule as an  
18      example does not get you technical services, even  
19      though you, in some cases can, but it does not  
20      give you the oversight because supposedly people  
21      know what they're doing. And that's why GSA comes  
22      to us to use our contract.

23              MS. WEAR: I'm not sure we answered the

1 question, did we?

2 MR. HOLLAND: Some of it.

3 MS. MABEE: All right, next question.

4 QUESTION: For joint venture, will past  
5 performance be considered equally?

6 DR. HEARD: I don't know that equally  
7 would be a good word. Combined would probably be  
8 a better word. Each member of the joint venture  
9 will bring something new to the table, so you  
10 would look at their combined past performance work  
11 for the team. So, it would be like they wouldn't  
12 be considered equal, they would be combined with  
13 what each one brings to the table.

14 MS. MABEE: Next question.

15 QUESTION: If a small woman-owned  
16 business joint ventures with a large business,  
17 will the buying agency get credit towards socio-  
18 economic goals?

19 DR. HEARD: I think we've touched on  
20 this a little. But, first of all, a small woman  
21 owned business can't joint venture with a large  
22 business and be considered a small business. The  
23 only system that would be 8(a), publish a joint



1 ventures with its mentor and that would be a small  
2 business. But, in general, a joint venture and a  
3 large business and a small woman-owned business  
4 would be considered a small business entity for  
5 bidding on a contract.

6 MS. MABEE: All right, next question.

7 QUESTION: If a woman-owned small  
8 business and a small disadvantaged business, small  
9 business, joint venture, is the new entity a woman  
10 service disabled veteran company?

11 MR. DAVIS: Let me walk up there and it  
12 may be easier if I explain that. It's Ron Davis  
13 with ICS, Incorporated. My question is you've got  
14 a woman owned small business and a service  
15 disabled small business, they joint venture. Is  
16 that company now, for socio-economic purposes, a  
17 woman owned small service disabled owned business?

18 DR. HEARD: Before we give you the  
19 official answer to that and it will be posted to  
20 the web site, you need to defer that to my size  
21 specialist and contact him. It would depend on  
22 management structure, but if the two were equal in  
23 the joint venture, I would say yes, but let me

1 contact the size office and I'll give --

2 MR. DAVIS: There will be two small  
3 businesses, but effectively joint venturing for  
4 this Task Order. I'm talking simply like on your  
5 DD-250 that you fill out, when you're checking a  
6 box, will I be able to tell that Contracting  
7 Officer that they can actually -- those -- they  
8 get equal credit from each one of those, or they  
9 only get credit for one or the other?

10 DR. HEARD: Yeah, I understand your  
11 question. Let me talk to my size people before I  
12 give you an official answer. I will give it to my  
13 size people for them to post it to the web site.

14 MS. MABEE: All right, and that  
15 concludes the questions that were written down.  
16 There were a couple of comments. UMCS III should  
17 be commercial services. UMCS III should have two  
18 solicitations, one unrestricted and one  
19 restricted.

20 And, at this time, we can entertain some  
21 live questions if anybody's interested in asking  
22 questions, just come on up to one of the mikes and  
23 ask away.

1 MS. WEAR: Just state your name and your  
2 company.

3 MR. SAVAGE: Dick Savage, Insurance  
4 Associates. Not a question, but a comment. If  
5 we're marketing, if we should be fortunate enough  
6 to be on a winning team and we're marketing for  
7 work to come to us, come into your organization  
8 and it's competed among all and posted in the  
9 right category, who makes the selection of the  
10 winning proposal, is it the local Corps Office or  
11 the ultimate customer?

12 MS. WEAR: Typically on 803's, we will  
13 -- if the customer wants to be involved in the  
14 selection process, they will be. And, always one  
15 of our engineers is.

16 MR. SAVAGE: And, the comment, if you  
17 were going to use a sample task on a procurement  
18 and you really wanted to have meaning, make that  
19 your first Task Order Award. And then they have  
20 some reason to propose for it because they know  
21 they might have to win one. I've seen that done  
22 before.

23 MS. WEAR: Thank you.

1                   MR. FREEMO: My name is Gary Freemo with  
2                   TAC. You mentioned what the task orders that were  
3                   awarded in '07. Does anybody know how much they  
4                   were? I think it was three hundred million set  
5                   aside or notated for this. Does anybody know how  
6                   much is being awarded in the inception of this  
7                   UMCS II?

8                   MS. WEAR: We have right at 35 million  
9                   left on the task order of that three hundred  
10                  million on the contracts.

11                  MR. FREEMO: One other question, is  
12                  there somewhere in there that all that information  
13                  is posted as to who got what? How much they  
14                  awarded or do we have to go on each solicitation  
15                  to find it.

16                  MS. WEAR: You'd probably have to come  
17                  out and request to get that information.

18                  MR. FREEMO: Okay, thank you.

19                  MS. WEAR: Chuck and I were just talking  
20                  and there may be other questions, but there is  
21                  something that I just thought about that we  
22                  haven't put out to y'all, or that hasn't been  
23                  mentioned today.

1                   There is -- on the ESS side of the house  
2   if you're going to participate on ESS on this  
3   contract, there will be a requirement that your  
4   company be able to get a secret clearance. And  
5   that the DD-254 will be processed for your  
6   company.

7                   I think we've talked about having --  
8   some of the UMCS jobs, you may have to have a DD-  
9   254 and a secret clearance, also. But not every  
10  UMCS job would have to have one for.

11                  But that probably will be made a part of  
12  the solicitation. But if you're going to  
13  participate in the things that require a secret  
14  clearance, you would have to have -- be able to  
15  get one. I'm not sure, I think -- I don't know.  
16  That is something we are probably going to want to  
17  know, if your company is capable of getting  
18  approved under a DD-254 for a secret clearance.

19                  You had your hand up, sir, could you  
20  come down to the mike?

21                  MR. DAVIS: Rod Davis with ICES. My  
22  question is that a facility clearance, because  
23  obviously clearance, facility clearance and

1 clearance for personnel and even I'll say that  
2 secret clearance is really ambiguous at best,  
3 because there's really, what I found doesn't mean  
4 anything at this point, doesn't mean anything  
5 relative to -- I go to Andrews and go to Air Force  
6 1, but I can't get into Alford Air Force Base in  
7 strategic air. It doesn't make any difference,  
8 secret or not, TS doesn't make any difference.  
9 You still have the same issues getting that.

10 When you are talking about clearance,  
11 you're specifically only really talking about a  
12 facility clearance. Specifically, if you are  
13 going to participate in ESS, a facility clearance,  
14 only, and not necessarily all the other clearances  
15 that may be necessary for individual personnel  
16 that may be part of each individual task order.

17 So, you could have a task order that  
18 requires you to have some secret personnel or a  
19 secret clearance, but if we want to participate on  
20 a MATOC for ESS, we need to just be able to get  
21 the DD-254 completed, and not necessarily worry  
22 about all the individual personnels who may come  
23 on afterwards for different task orders to be

1 done.

2 MS. WEAR: I believe that's correct, if  
3 I understood your question.

4 MR. DAVIS: Just, if you're talking  
5 about specifically to get on the MAYTOC and be  
6 awarded, if you're going to participate on the ESS  
7 portion of it, you have to meet the facility  
8 clearance requirements or it would not be --  
9 secret requirements for each individual person.  
10 Not that everybody doesn't need to be...

11 A Right. Not everybody in your company has to  
12 be able to get a top secret clearance or a secret  
13 clearance, no. But, we're going to need to define  
14 this a little bit better, but that is something  
15 that probably, I don't know if we've have included  
16 that and --

17 A It was in there, it was mentioned in there,  
18 yeah.

19 Q All right. I just wanted to mention it  
20 because we haven't talked about it at all today  
21 and I thought, well, in the previous contracts,  
22 that was a must, a definite requirement for you to  
23 get a contract, okay? And, in this contract, we

1       have talked about it not being a must, it's a, "We  
2       would like for you to have it because some of the  
3       contractors are going to need to have it." We  
4       want enough of them to have it for them to be able  
5       to compete with the other ones that have it, but  
6       it may not be a must. But, it's still information  
7       that we're going to need to know from the  
8       contractors.

9               MR. DAVIS: On the other side of this,  
10       has anybody heard anything about -- I've been  
11       hearing rumblings of a unified contractor badging  
12       system that would be similar to the CAT cards that  
13       are issued. Simply, me, myself, personally, I  
14       must have fifteen different cards for fifteen  
15       different bases. And have to remember which card  
16       goes to what base and which card accesses what.

17              And, you know, from a contractor's  
18       standpoint, that's a key person, it's incredibly  
19       difficult to keep all your badges. And, I've  
20       heard some, that there may be, that there was some  
21       unified badging coming out that would facilitate  
22       that process.

23              MS. WEAR: I don't know. Charlotte, do



1       you know anything about that because --

2                   CHARLOTTE HOFSTETTER: I'd be glad to  
3       check for you.

4                   MS. WEAR: Okay, thank you.

5                   MR. DAVIS: Thank you.

6                   MR. FREEMO: I'm Gary Freemo with TAC.  
7       Along the secret clearance, when we first got that  
8       IDIQ contract, we were a different -- we were  
9       owned by a different entity. Now, it's a foreign  
10      owned -- foreign owner. We have a division that  
11      works on security that has the secret clearances.  
12      The way I understood it was, we weren't able to  
13      bid on projects that were part of that. So, maybe  
14      we didn't receive the solicitations for that, is  
15      that -- is my understanding, correct, is that how  
16      this is going to go forward?

17                   Or, if we identified personnel with  
18      secured -- secret clearances, will that meet the  
19      requirements to bid on them?

20                   MS. WEAR: That might be it because I'm  
21      not sure I understood your question. But, I think  
22      that's going to depend. I know there has been  
23      some discussion about this, about how we're going

1 to handle it and how we're -- in the future and  
2 what we're going to do about it.

3 Because we do have some good companies  
4 that are foreign owned that some of them have,  
5 like I said, you have a division that's capable of  
6 doing that. And I think we have another company  
7 that started with a separate entity that has a  
8 U.S. born award over them.

9 MR. FREEMO: Right.

10 MS. WEAR: So, there are some ways to  
11 handle that, but I'm not sure on an individual  
12 task order basis how we will be handling that, but  
13 we will make those decisions prior to this being  
14 the acquisition --

15 MR. FREEMO: So, for the MATOC level,  
16 which hasn't been decided yet.

17 MR. HOLLAND: The bottom line is we want  
18 as many competitors as we can get with the  
19 security requirements that they must have  
20 available.

21 MR. FREEMO: Right.

22 MR. HAGER: Jeff Hager, Ameresco.

23 Outside of today's forum, will there be somewhere

1 we can send additional comments on the draft  
2 solicitation. And, if there is, will there be a  
3 drop dead date when you won't accept any more  
4 comments?

5 MS. WEAR: We do have a source of sought  
6 out there that is due in on the 21st of December.  
7 We would like to have all the questions in by then  
8 if possible.

9 MR. HAGER: The sources sought that's  
10 going to affect this identifies two documents that  
11 pertain to this forum. This isn't mentioned,  
12 that's why.

13 MS. WEAR: Yeah, but there is some --  
14 Susan, you may need to come down and speak, but  
15 there is some, I believe, Susan said there is some  
16 free form spaces in there where you can just make  
17 additional comments.

18 MR. HAGER: Oh, okay.

19 MS. WEAR: So, if you will just use  
20 that, that's what we'd like for you to do.

21 MR. HAGER: Okay, thank you.

22 MS. JACKSON: Feedback form.

23 MS. MABEE: In the feedback form.

1 MS. MITCHELL: Those industry feedback  
2 form, that's the form on which you will provide  
3 your comments, there's free form text, whenever  
4 there are specific questions that we want to get  
5 answered.

6 MR. HAGER: Right, right. Thank you.

7 MS. MITCHELL: And, there is a closing  
8 date on that.

9 MR. HAGER: 21 December, yes.

10 MS. MITCHELL: Right.

11 MR. HARRYMAN: That's the paper I  
12 discussed this morning, that I was talking about.

13 MR. FREEMO: Gary Freemo with TAC.  
14 Questions keep coming to my mind. On the oral  
15 presentation, can you tell me who will we be  
16 presenting to, will it be a half a dozen people,  
17 will it be twenty people, will it be a Contracting  
18 Officer, a Specialist, a legal person, all or one  
19 of each?

20 MS. WEAR: You will be presenting to a  
21 Source Selection Evaluation Board which will  
22 probably have Technical, Costs, Contracting,  
23 Legal, RM and PM .

1                   MR. FREEMO: And, the audience is going  
2                   to be that, it is not other contractors?

3                   MS. WEAR: Oh, no, no, no. It will be  
4                   on -- yeah, you will be by yourself.

5                   MR. HOLLAND: Yeah, that's true. It's  
6                   proprietary information?

7                   MS. WEAR: Yes.

8                   MR. DARYL GLASS: Daryl Glass with TAC.  
9                   With regarding to your marketing comments earlier,  
10                  obviously the comment there's been a tremendous  
11                  amount of costs in supporting this and we're very  
12                  anxious to move forward with the contractors and  
13                  be proactive and market this program.

14                  But, I'm sure we -- I commented I have  
15                  two other questions. And, under the Snider  
16                  Electric family, we literally have hundreds of  
17                  people on the ground talking with other customers.  
18                  And the feedback we've been getting is that the  
19                  challenges they have or issues, they typically  
20                  have got one of everything out on the base. And,  
21                  they're trying to prevent that as they move  
22                  forward. And, issues of standardization, total  
23                  cost of ownership for maintenance, training, those

1       become very top line, I understand.

2               So, therefore, when we are looking for  
3       all of the contracting vehicle alternatives and we  
4       actively approach them with the IDIQ format, their  
5       first thing back to us is that, you know, well, if  
6       I understand it correctly, it's got to go out to  
7       bid.

8               But, what if we have embedded services  
9       there, embedded equipment, front end servers that,  
10      quite frankly, the facilities, the EMC folks don't  
11      want anything to do with another system to be put  
12      in because of the total cost of ownership.

13              Is there a Sole Source Justification  
14      methodology that we could -- that the customer,  
15      not us, and present to you and say, "Yes, from a  
16      business value, this makes sense to stand by on  
17      this particular company.

18              MR. HOLLAND: Let me answer that from a  
19      technical standpoint.

20              MS. WEAR: And then I'll answer from a  
21      contracting officer's standpoint.

22              MR. HOLLAND: That's the reason I'm  
23      going first. From a technical standpoint, let's

1 talk TAC for a moment.

2 MR. GLASS: Sure.

3 MR. HOLLAND: If you have got an Andover  
4 Control System, you've got a CSI system, your  
5 older system, or basically a proprietary interface  
6 system, then that is one exception under the 803  
7 that you will be allowed to Sole Source.

8 If it's a back-date, open back-net or a  
9 LON work system, then it would be competed.

10 MS. WEAR: The reason that we can  
11 usually sole source on a proprietary system is  
12 because one of the exceptions to 803 is that it is  
13 a unique, provided only by one person system,  
14 basically.

15 And, there are some other exceptions of  
16 both. There's a logical follow-along --

17 UNIDENTIFIED SPEAKER: Timing.

18 MS. WEAR: What?

19 UNIDENTIFIED SPEAKER: Timing issues.

20 MS. WEAR: Yeah.

21 (Unintelligible discussion.)

22 MS. WEAR: Anyway, it doesn't really  
23 matter. Typically, the ones that we use most

1 frequently are the logical follow-ons, but to use  
2 that, it has to be competed under this 803.

3 So, if you've got a system that's not a  
4 proprietary system and you bring it and Compete it  
5 and you win that system and you win it for that  
6 base, we can write the RFP so that it will be a  
7 logical follow-on, for that very reason, because  
8 it makes more sense to do that, for the government  
9 to do that, it makes more sense.

10 Responsibility-wise and money-wise and  
11 we've already competed it under the 803, then we  
12 can do it as a logical follow-on. But, we haven't  
13 stated that's that what we intend to do in the  
14 original RFP.

15 UNIDENTIFIED SPEAKER: And now my  
16 question is, in regards to the term best value.  
17 Oxley has a large company. Our overhead structure  
18 are relative to small businesses, it's obviously  
19 somewhat different in regards to our rate and  
20 overhead rates.

21 But, I guess, is there a document that's  
22 out there and I believe there is, I've heard of  
23 them and have seen them pass by, but is there a



1 document that specifically defines in your role,  
2 when you're sitting in a committee evaluation of  
3 something of what best value is?

4 In other words, does it carry a weighted  
5 formula versus price when you have a sixty percent  
6 of weighting on there. Can you share some  
7 comments on that and is there best value documents  
8 out there, so we can have a better understanding  
9 of what best value is?

10 MS. WEAR: It's very ambiguous.

11 MR. HOLLAND: Let me answer from a  
12 technical standpoint. Best value might be  
13 something that is price based. In other words,  
14 it's something that anybody could go out and buy  
15 and so we won't -- in other words, it's apples and  
16 apples and technical, meeting the technical need.

17 So, the best value may be meeting that  
18 minimum need and the best price. It may be a  
19 technical solution where price is nothing more  
20 than a consideration, I should say it that way, is  
21 a consideration, but only that where the technical  
22 requirements or the best technical requirements  
23 are what's the most important.

1 MS. WEAR: But, sometimes on a best  
2 value, even if you go, okay, give us a technical  
3 and give us a price and we're going to look at the  
4 past performance. And technical is our most  
5 important, okay?

6 But if you come up with a technical  
7 solution that is so far out priced from the other  
8 one, then the best value for the government may be  
9 to go with a less technical --- not with the best  
10 technical solution, but with a technical solution  
11 that's not the best because it is so much cheaper.

12 I mean, it's a balancing act, and you  
13 have to be able to, in best value, you have to be  
14 able to do a trade-off. So, if I'm deciding that  
15 something is best value and it pays more, I have  
16 to be able to show why that that technical  
17 solution is better and that it's worth more.

18 Now, it doesn't have to be quantative.  
19 I don't have to show exactly why and why it's  
20 worth that much more. But, I do have to be able  
21 to justify that this technical solution, we said  
22 it was going to be the most important, it is the  
23 most important and for the additional amount of

1 money, we feel like it is the best solution, the  
2 best value.

3 UNIDENTIFIED SPEAKER: I understand.  
4 And, the reason behind my question is that getting  
5 back to the standardization issue, quite frankly,  
6 we're not always going to be the low bid on the  
7 scenario due to the fact because of our cost  
8 structure as a large company.

9 However, let me say that if we're  
10 competitive and I was going on, let's say if it's  
11 12 percent higher or something. My point is,  
12 though, getting back to the end user, who, by the  
13 way, we both work for, you guys -- you don't do  
14 this for free, obviously.

15 So, the fact is that from a best value,  
16 I would assume that part of that best value  
17 committee, obviously, is that end user customer.  
18 And, if he's got a standardization issue and yet  
19 he is going to pay a premium for that, albeit a  
20 slight premium, but yet his total cost of  
21 ownership, at the end of the day because obviously  
22 these folks are going to live with this system for  
23 the next thirty, forty or fifty years.

1           That was really my question behind all  
2       this because we have been challenged with the fact  
3       that when we've got a customer that wants to use  
4       our product, has been trained, I understand it's  
5       total cost of ownership, but we're not going to  
6       low bid. And, we'd like to have had a better  
7       understanding of the best value. And, then what  
8       I'm hearing that there's really not a document out  
9       there that says, "This carries this much weight  
10      and this much input and what have you.

11           MS. WEAR: Okay. Virginia?

12           MS. MITCHELL: I would just like to tack  
13      onto that. The Government will set forth what  
14      they value the most in an order in terms of what  
15      we intend to use to define what best value is and  
16      costs in a source selection document, and our  
17      solicitations and they will match.

18           But, we will define -- each one from  
19      those areas. Cost always being a factor. So, we  
20      will assign a value. You'll be able to tell  
21      what's most important to us, but at the end of the  
22      day when we compare offers and we have to  
23      distinguish between the value of each offer, we

1       have to reserve the right to say, "Okay, for this  
2       technical solution, are we going to pay this  
3       cost?"

4               Sometimes, it will be yes. And then, if  
5       that is yes, then we can report that as our best  
6       value decision, so that we can do that.

7               But, sometimes, we have to go look for a  
8       lesser technical solution that is the for the cost  
9       because we also have a budget that we're  
10      streamlining for the Government.

11              UNIDENTIFIED SPEAKER: Certainly.

12              MS. MITCHELL: So, we also have protect  
13      the taxpayer's money. So, it is trail we have to  
14      justify and it's not going to be taken lightly.  
15      And, we're very cognizant of the customer, being  
16      also very cognizant of the tax payer's dollars and  
17      what we're getting for that and what we can call  
18      the best value.

19              So, it really -- it truly is a trade-off  
20      if we can distinguish offers and the value between  
21      offers and it comes down to what is an offer and  
22      as it appears to be.

23              UNIDENTIFIED SPEAKER: With that being

1       said, on your best value committee evaluation, I'm  
2       assuming the customer does have an input in that  
3       committee decision.

4               MS. WEAR:   If they want to.  You're  
5       talking about on our Task Order basis, correct?

6               UNIDENTIFIED SPEAKER:  Yes.

7               MS. WEAR:  Yes.

8               UNIDENTIFIED SPEAKER:  And, that's if  
9       they want to, it's not -- you don't require it?

10              MS. WEAR:  They don't have to have one.  
11       I mean, we have some customers that come to us and  
12       say, "Y'all make the decision and bring it back to  
13       us."  We have some customers that say, you know,  
14       we have some jobs that run five hundred thousand,  
15       we have some jobs that run ten million or more.  
16       And, you've got some customers that come to you  
17       with six hundred thousand and that's big money to  
18       them and they want to be intimately involved in  
19       who gets it.  And, therefore, we do let them be  
20       involved if they express a desire to be.

21              UNIDENTIFIED SPEAKER:  Okay, well,  
22       actually, if it's for us, we're just now trying to  
23       capture that and have a better understanding of

1       what your definition of best value. I appreciate  
2       that. Thank you.

3               MR. HARRYMAN: Well, we define best  
4       value in each RFP. So, you -- it's really the  
5       only place, as a company, as you've been, if you  
6       look at what we have in the RFP and we try to  
7       clarify it because we're getting much better at  
8       it. And, we are going to get better at that at  
9       the task Order level.

10              The best value for each procurement is  
11       different. And so, we're required by law under  
12       the 803 in factors, there is a law circulating  
13       now, it's going to be putting further requirements  
14       on us at the Task Order level to define the  
15       evaluation criteria and the requirements a little  
16       bit further.

17              So, by the time this contract's awarded,  
18       I think, to answer your question directly, where  
19       you need to look is the RFP and see if there are  
20       weights in the RFP on price or technical level or  
21       like you're concerned about the project, which  
22       that may be something that seems technical.

23              So, I think you'll have some addition

1 direction under this contract that you may not  
2 have had previous to this.

3 UNIDENTIFIED SPEAKER: Okay.

4 MS. WEAR: Are there any other  
5 questions?

6 UNIDENTIFIED SPEAKER: Who's buying  
7 dinner?

8 MS. WEAR: Not the contractor.

9 MR. REUSE: I'm Chuck Reuse with Alabama  
10 Controls. In looking through the document here  
11 there's a list of key personnel that you guys are  
12 looking for that this small business can be  
13 evaluated differently than a large business.

14 We are a small business and we're not  
15 going to have a fulltime corporate health and  
16 safety officer, but we do have people who will  
17 take care of that. And, secondly, as far as  
18 clearances go, if you guys are going to require  
19 clearances to fit the prime, from what I know  
20 about clearances, it seems like the corps would  
21 then be responsible for the cost of clearing  
22 people.

23 MS. WEAR: I believe that's the cost of



1       doing business. I don't know that we've ever paid  
2       directly for that as a line item or anything. We  
3       have, you know, I'm sure that the company's have  
4       included it in their overhead.

5               UNIDENTIFIED SPEAKER: I think that you  
6       guys -- the contractors cannot pay for that. If  
7       you were to require that everybody here have a  
8       clearance in order to bid on the project, to  
9       prepare these proposals, that is a charge, from  
10      what I know about, from ESS being charged with the  
11      Corps of Engineers.

12             MS. WEAR: You don't pay the ESS. The  
13      defense security, whatever that does that does it  
14      directly. I'm not sure about that. I don't pay  
15      it out of my project funds, I know that.

16             UNIDENTIFIED SPEAKER: I just -- I'm  
17      pretty sure they have to charge somebody to do  
18      clearances because whenever they clear someone,  
19      they charge someone.

20             MS. WEAR: But, then do they send you a  
21      bill?

22             UNIDENTIFIED SPEAKER: No, no. They  
23      charge us, whatever. Let's say you're going to

1       build a building and that building needs -- you  
2       have to have a clearance to build that building,  
3       whatever that project is then there's the cost of  
4       clearing the people to work on that project.

5               So, you can't get a clearance just for a  
6       general clearance. You can't just say, "Hey, I'd  
7       like to have a clearance." You have to have a  
8       specific project that you get that clearance for.

9               And then, off of that, whatever the  
10      first job is that you get that clearance on pays  
11      the cost of that clearance.

12              So, that's just something you guys may  
13      want to consider.

14              MS. WEAR: That's something we need to  
15      check into because I'm not real sure.

16              UNIDENTIFIED SPEAKER: Yeah, because  
17      that would be a considerable amount of money, I  
18      would assume.

19              MS. WEAR: Okay.

20              UNIDENTIFIED SPEAKER: Generally --

21              MS. WEAR: I'm sorry, I need you to  
22      state your name and your company name, so that the  
23      court reporter can get it.

1                   MR. SWEET: I'm Dallas Sweet from  
2                   Honeywell. Generally, on the clearance, you have  
3                   to be sponsored for a clearance, but generally you  
4                   bear the cost of that yourself, on all the  
5                   projects I've ever done.

6                   MS. WEAR: Okay, does ESS send you a  
7                   bill on it?

8                   MR. SWEET: Yes.

9                   MS. WEAR: Okay. Are there any other  
10                  questions?

11                  MR. GLASS: Daryl Glass from TAC.  
12                  Again, getting back to the feedback from  
13                  customers. There's a further challenge for them  
14                  to control their budgets in regards to the FM&O,  
15                  Facilities, Maintenance & Operations. If I  
16                  understood this correctly, this contract will  
17                  address that particular need of the client for  
18                  doing on-going, on-site Facilities, Maintenance &  
19                  Operations, is that correct?

20                  MS. WEAR: For the control systems.

21                  MR. GLASS: Sure, okay.

22                  MS. WEAR: Not for general maintenance.

23                  MR. GLASS: Not for general maintenance.

1 I take that back, correct.

2 MS. WEAR: Yeah.

3 MR. GLASS: Correct.

4 MS. WEAR: But, we do have some  
5 contracts at the Huntsville Center that handle  
6 that.

7 MR. HOLLAND: You're talking about  
8 Operations & Management or management of services?

9 MR. GLASS: Oh, actually both, in those  
10 larger campus facilities, where the facility's  
11 director is opting out to outsource that in an  
12 FM&O type format to where we have an on-site  
13 person, who was technically astute in those  
14 services, whether it be, you know, security of  
15 what have you in any of those product lines we're  
16 talking about or services, I should say.

17 But, we can lever this IDIQ contract for  
18 those clients who are looking to outreach for  
19 those FM&O services.

20 MR. HOLLAND: That's not precluding or  
21 that's not prevented in the current contract, but  
22 it's not structured, as Suzanne well knows for  
23 that, as any contract will be.

1                   MR. GLASS: Yeah, because there's a  
2                   great demand out there right now for that.

3                   MR. HOLLAND: Yeah.

4                   MR. GLASS: Thank you.

5                   MS. MABEE: Any more questions?

6                   MS. WEAR: Virginia, do you want to make  
7                   some closing comments?

8                   MS. MITCHELL: On behalf of the Program  
9                   Directorate for UMCS, we really appreciate all the  
10                  people who participated in this conference today.  
11                  I think it was very valuable. I think what would  
12                  be most valuable to us, the Government, is to  
13                  capture your responses in your feedback form,  
14                  though, and your comments on our draft  
15                  solicitation.

16                  We truly are interested in promoting  
17                  small business participation. The Commander takes  
18                  this very seriously and the Corps takes this very  
19                  seriously. And, we actually carry the Army in  
20                  terms of small business participation in  
21                  supporting Army goals, as far as the Corps.

22                  So, this is something that we are really  
23                  keeping as a priority with our re-competes of our

1 new contracts and we very much look forward to  
2 seeing your comments and your input so that we can  
3 construct and structure our contracts correctly  
4 and issue our decisions correctly.

5 We wish you the best of luck on  
6 competing for these requirements.

7 MS. WEAR: I have one more thing.  
8 Earlier today I mentioned that Cassandra Mora is  
9 the Chief of our Programs Division. And, if she  
10 would please stand up and let y'all see who she  
11 is.

12 Thank you.

13 MS. MITCHELL: And, I just want to thank  
14 y'all for your participation.

15 MS. WEAR: Yes, thank y'all and I guess  
16 that concludes for today, unless you've got  
17 something else.

18

19 END OF QUESTION & ANSWER SESSION

20

21

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23

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COUNTY OF MADISON    )

I, Janice M. Sanford, a fully trained and qualified court reporter, do hereby certify that I was present at and reported the said oral proceedings in the foregoing case, that I by computer aided transcription, transcribed the oral testimony and that the foregoing contains a true and accurate transcription of all portions of said oral testimony on the dates herein indicated.

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